

Fruit and Vegetable Programs

June 1999

**ANNOUNCEMENT FV-210**

**Purchase of**

**FROZEN POTATO PRODUCTS**

**For Distribution to Eligible Outlets**



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The Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call 202 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

## PURCHASE OF FROZEN POTATO PRODUCTS FOR DISTRIBUTION TO CHILD NUTRITION AND OTHER FOOD ASSISTANCE PROGRAMS

**I. GENERAL****A. Invitations**

The United States Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA Frozen Potato products as described in the attached Checklist and References to Applicable Bid and Contract Provisions (Exhibit A). In addition to product descriptions, this exhibit also provides information on applicable commodity specifications (published separately) and a checklist of applicable bid and contract provisions as described in this Announcement.

The Invitations will specify the product type, the offer date, the closing time for receipt of bids, the delivery or shipping period, the destinations for delivery (with any transportation restrictions), and any other provisions applicable to the proposed purchase which are in addition to or different from those set forth herein (see Exhibit B for an example of an Invitation).

Additional bid and contract provisions are included in both Appendix 1, and in the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1.

**B. Read and Understand All Contract Documents Carefully**

Offerors are cautioned to carefully read this Announcement, Appendix-1, USDA-1, and the current Commodity Specifications for Frozen Potato, and Invitations. Failure to do so will be at the offeror's risk. These documents are incorporated into the contract (see Section IV of this Announcement). Offerors are cautioned that statements made by persons other than the Contracting Officer are not binding on the Government unless confirmed in writing by the Contracting Officer.

**C. Transportation**

Offer prices must be on a f.o.b. destination or f.a.s. vessel basis unless otherwise specified in the applicable Invitation. Offers will be invited on a purchase unit basis or multiples thereof, except when Invitation indicates two destinations for a line item, which will require a split delivery (drop) from the same delivery vehicle. Certain destinations require delivery by truck only or rail only and will be so identified in the Invitation.

When notified of shipments, consignees may request upgrading of delivery services, for example, delivery within a consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services and any additional charges for special delivery terms are between the Contractor and consignee.

When making deliveries to more than one destination from the same railcar, the quantities required at each stop-off must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

If transportation is provided by common carrier, the Contractor must, in support of Contractor's invoice, furnish a copy of the signed commercial bill of lading (or other commercial receipt) evidencing delivery and receipt of the product covered by the Contractor's invoice to the destination specified in the contract. If transportation is provided by other than common carrier, the Contractor must, in support of the Contractor's invoice, attach a receipted copy of the appropriate delivery document showing delivery and receipt of the product covered by the Contractor's invoice at the destination specified in the contract.

#### **D. Responsibility of Offerors**

##### **1. Annual Certifications, Representations, and Warranties**

An offeror intending to submit bids must complete Annual Certifications, Representations, and Warranties (Appendix 1) and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of their initial bid. The Appendix 1 must be signed by an officer of the company listed on the Standard Form 129 (see paragraph 2, below). If there are any changes or revisions to the Appendix 1, offerors must promptly submit an updated Appendix 1 to the Contracting Officer, or attach corrections or revisions at the time of bid offering. Provided there are no changes to Appendix 1, it is valid for one year from the date signed. At the end of one year, a new Appendix 1 must be submitted.

##### **2. Standard Form 129—Solicitation Mailing List Application**

An offeror intending to submit bids must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to submission of their initial bid. If a SF-129 is currently on file, offerors must resubmit the form if the information contained on the previously submitted SF-129 is no longer accurate.

All items (except Item 18) of the SF-129 must be completed (see Exhibit E). Offerors must also include the following information for Items 4, 8, 10, 16B, 19, and 20:

Item 4 and 8: Identify Taxpayer Identification Number (TIN) for the offeror and TIN of any parent company. TIN means the number required by the Internal Revenue Service (IRS) in reporting income tax and other returns.

All offerors are required to submit a TIN in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. The resulting contract is subject to the reporting requirements describe in FAR 4.903. The failure or refusal by

the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

Item 8: Identify all affiliates of the offeror (applicant listed in item 4) by providing the affiliate's full name, main offices address, and TIN. Offeror must include any parent companies. An "affiliate" is defined on the back of the form.

Item 10: The products the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts.

Items 16B: Identify the freezer or warehouse to be used and its storage capacity.

Items 19 and 20: Must be an officer of the company, as identified in Item 9.

Note: Offerors must certify to the present accuracy of the current SF-129 and Appendix 1 on file with the Contracting Officer each time a bid is submitted.

### **3. Responsibility**

A firm submitting an offer under this Announcement must meet the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and Invitations. Facilities to be used in fulfilling USDA contracts must be operating under the provisions of the Food and Drug Administration's Good Manufacturing Practices (21 C.F.R., Part 110).

### **4. Responsibility of Subcontractors/Suppliers**

Contractor shall include the responsibility terms in D.3. above in every subcontract for supplies or services used by the Contractor in fulfilling USDA contracts, either directly or indirectly and obtain certification of responsibility as described in Appendix 1 to this Announcement from subcontractors and suppliers.

Contractors shall include the domestic products clause in I.F. in all subcontracts for fruit or vegetable products used in fulfilling any contracts under this Announcement. Contractors shall obtain certification from subcontractors or suppliers of fruit or vegetable products to be used in fulfilling contracts; this certification must be approved by the USDA, Agricultural Marketing Service (AMS) Processed Products Branch (PPB) for compliance with domestic origin requirements prior to their performance on the contract. If subcontractor(s) is operating under a segregation plan approved by PPB, all shipping containers must be labeled as "domestic." See Paragraph I.F. of this Announcement.

Subcontractors or suppliers of fruit or vegetable products will be deemed nonresponsible if:

- (a) They process or otherwise handle non-domestic products and do not have a domestic product segregation plan approved by the PPB;
- (b) They are not operating under all applicable provisions of the Food and Drug Administration or governing State Agency where the processing facility is located; or
- (c) They have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4, or if they have been suspended or debarred as an affiliate of any party who has been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

**5. Past Performance**

The offeror must certify to timely performance on current contracts and subcontracts in Item 9 of the offer. A determination that the late performance is beyond the control or negligence of the Contractor or the subcontractor must be made by the Contracting Officer prior to bid opening. An Offeror will be deemed nonresponsible if the offeror or any of their affiliates or subcontractors are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond the Contractor's or the Contractor's subcontractor's control or negligence. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

Bidders are cautioned NOT to BID on quantities in excess of what they can reasonably expect to timely deliver in accordance with the contract. Deliveries must be made during the contracted delivery period and no extensions will be granted due to weekends or Federal holidays. Because this commodity is used in domestic food programs, on-time delivery is imperative. See Section IX. B. as to the importance of timely delivery and the difficulty inherent in quantifying actual damages for delay in delivery. Late deliveries cause serious and substantial damages to USDA and to other agencies that use the commodity. Contractors must inform the Contracting Officer, as soon as possible, of late deliveries and how soon delivery can be expected. This provision is a deviation from 48 C.F.R. § 9.103(b) and § 19.6.

A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, other administrative actions, or criminal prosecution.

**E. Buy American Certification**

Fruit and Vegetable products must be of domestic origin as defined in I.F. below. This provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement supercedes Article 49 of USDA-1.

**F. Domestic Products**

All fruit and vegetable products to be used in fulfilling contracts awarded under this Announcement must be grown, processed, and packed in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands

(hereinafter referred to as the United States) in accordance with responsible commercial practices, during the packing season, and from the crop year(s) specified in the Invitation.

All product must meet the requirements specified in the applicable U.S. Standards for Grades (7 C.F.R. part 52) and applicable commodity specification effective on the date of the Invitation and any additional requirements listed herein.

If any fruit or vegetable product originating from sources other than the United States are processed or otherwise handled, Contractor shall develop and maintain an identification and record system for these products to ensure that non-domestic products are segregated and not used to fulfill contracts awarded under this Announcement. Such segregation plans must be made available to the AMS inspection and/or audit agent.

The Contractor must ensure that both the Contractor and subcontractor(s) maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, load or warehouse storage receipts for raw product (i.e., bin tags), product blend (formulation) records, product coding explanations, finished product warehousing records, shipping or payment records, or other documentation or evidence that clearly establishes the product's domestic origin. Contractor agrees to make such records available for review by the Government in accordance with Article 76 of USDA-1.

Contractor agrees to include this domestic origin certification clause in all subcontracts for fruit and vegetable products used in fulfilling any contracts awarded under this Announcement. Contractor further agrees to obtain the documentation described above from each subcontractor. Contractors must ensure that documentation provided by any subcontractors demonstrates that the product is of domestic origin.

Self-certifications by Contractors and/or subcontractors will not be accepted.

At the time of shipment the AMS agent will select and review at least one code for each contract to determine compliance with the Agency's domestic origin requirements. Subsequent AMS audits will examine as many codes as is necessary to verify compliance.

The attached form (Exhibit D) must be provided to the AMS agent prior to performance. The burden of proof of compliance is on the Contractor. Failure to observe this requirement may lead to contract termination, suspension or debarment or other administrative actions, and penalties at Title 18, Section 1001 of the U.S. Code concerning falsification of information.

#### **G. Kosher Products**

Occasionally, purchase units will be identified on Invitations as "Kosher Only" and will be so identified in the Invitation. Offerors must not bid on these purchase units unless they are properly certified to produce Kosher products. If a offeror bids on purchase units identified as "Kosher Only," certified Kosher product shall be provided.



**H. Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity**

1. If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
  - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or:
  - (b) Rescind the contract with respect to which:
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this Announcement.

**II. SUBMISSION OF OFFERS****A. Where and when to Submit Offers**

Offers must be submitted by mail, facsimile (FAX), or hand delivery.

Offers submitted by FAX must be sent to the USDA-AMS-NTS Communication Center:

FAX: 202-720-7271 (24 Hours)

Fax Receipt Verification: 202-720-2104  
(7:30 a.m. to 4:00 p.m., Washington, DC time, Mon.-Fri.)

## ANNOUNCEMENT FV-210

**JUNE 1999**

Offers submitted via Express Mail, commercial package delivery service, or hand delivery, should be delivered to:

Contracting Officer  
Fruit and Vegetable Programs  
Agricultural Marketing Service  
U.S. Department of Agriculture  
Room 2548-South Building, Stop 0239  
1400 Independence Avenue, SW  
P.O. Box 96456  
Washington, D.C. 20250-6456

If the offer is sent by mail, express mail, commercial package delivery service, or hand delivery, place the following notation on lower left-hand corner of the envelope:

“Do not open until prescribed time per Announcement FV-210”

Offerors may contact the Contracting Officer to verify receipt of a mailed offer prior to the time set for receipt of offers by telephoning (202) 720-4517.

Offers, modifications, or withdrawals of offers must be addressed as follows: Contracting Officer, Fruit and Vegetable Programs, Agricultural Marketing Service (AMS), U.S. Department of Agriculture, Washington, D.C. 20250.

Offers, modifications, or withdrawals of offers under this Announcement must be received by the USDA mailroom, the Contracting Officer of the Fruit and Vegetable Programs, or the USDA-AMS-NTS Communications Center not later than 2:00 p.m., Washington, D.C. time (EST), on the date specified in the Invitation. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the time stamp recorded by the USDA-AMS-NTS Communications Center (if by facsimile) or, in the case of letters and mailgrams, the time stamp recorded by the USDA mail room in Washington, DC. For hand delivered offers, modifications, or withdrawals, the time of receipt will be determined by the time recorded by the office of the Contracting Officer in Washington, D.C.

### **B. What to Submit**

An offer must include each of the following numbered items in the order listed:

Notes: Bids that fail to comply with any of these instructions will be considered nonresponsive.

Exhibit C, attached, is an example of how offers may be submitted giving all essential details in the briefest possible manner.

1. Identify submission as a bid.

Example: Bid – ANNOUNCEMENT FV-210, Invitation No. \_\_\_\_.

2. Name, complete address of offeror, telephone number, and return FAX number.

NOTE: If more than one return FAX number is listed, the first one will be used for any acceptance wire.

3. A statement that the offer is made subject to Announcement FV-210; Appendix 1; the Commodity Specification for Frozen Potato dated \_\_\_\_; Invitation No. \_\_\_\_; and USDA-1, Revision No. 2, and Amendments 1 (October 1990), 2 (November 1990), 3 (August 1989), and 4 (March 1990).

Note: If documents are subsequently changed, offers must reference the new documents or amendments.

4. (a) State the maximum number (in whole purchase units) of each commodity type (if applicable) offeror is willing to sell for each delivery period; and:
- (b) State the maximum number (in whole purchase units) of each commodity type (if applicable) offeror is willing to sell for the entire Invitation.
- (c) State the minimum number (in whole purchase units) of each commodity type (if applicable) offeror is willing to sell for the entire Invitation. The minimum number (in whole purchase units) of each commodity type (if applicable) shall not exceed 3 purchase units.

Notes: This information is optional. If the maximum number of units offered for either each delivery period and/or the entire Invitation is not quoted, AMS may award up to the maximum demand for each item offered.

Show the number of purchase units offered for each commodity type, for each shipping point, if more than one shipping point will be used.

Maximum quantity offered may be greater than the demand shown on the Invitation.

5. The item number listed on the applicable Invitation, destination, and price per case delivered to specific destination. Indicate the shipping point, if more than one will be used.

Notes: Only one bid per line item number per offeror is acceptable. Quote only one delivered price per case for each destination or multiple destinations listed as one item number. If more than one price per item is quoted, the item number will be ruled nonresponsive.

A single, numerical price per case must be indicated next to each line item number on which you intend to bid. The same price may not be carried from one line item to another through the use of quotation marks, arrows, or any other method.

The offeror may submit offers for as many item numbers as desired. The maximum quantity to be awarded per offeror is determined by the constraints quoted in Item 4 of the bid.

Offer prices may be quoted up to four places to the right of the decimal point. If other than four places, any digit past the fourth will automatically be dropped.

The Invitation will indicate any restrictions in the mode of shipment on particular destinations by indicating "Truck Only" or "Rail Only."

The Invitation will indicate Kosher requirements at particular destinations by indicating "Kosher Only."

Offer must not state transportation restriction on bid. Restrictions are as shown on the Invitations.

USDA may adjust the quantities listed on the Invitation based on offerings, market conditions, and/or program requirements.

6. Name and location of each processing plant and shipping point (include complete street address and county). If the shipping point is the same as the processing plant, state "Same."
7. Name, complete mailing address, and telephone number of office or person to receive shipping and delivery instructions.
8. Gross weight per carton for each applicable product type bid.
9. Timely performance certification. Include answer (a), (b), or (c) as appropriate:
  - (a) The offeror and any of their subcontractors HAVE completed required performance of any contracts with USDA prior to this bid opening;  
or

- (b) The offeror and any of their subcontractors HAVE NOT completed required performance of any contracts with USDA prior to this bid opening and (HAVE) (HAVE NOT) notified the Contracting Officer;  
or
  - (c) The offeror and any of their subcontractors DOES NOT have outstanding contracts with USDA.
10. Include answer (a) or (b) as appropriate:
- (a) Offeror (DOES) (DOES NOT) certify that annual certifications, representations, and warranties dated (date Appendix 1 was signed by officer) which are incorporated herein by reference as Appendix 1, have been submitted to the Contracting Officer issuing this solicitation and that Appendix 1 is current, accurate, and complete as of the date of this offer and are a part of this offer; and:
  - (b) Offeror (HAS) (HAS NOT) submitted changes or additions to Appendix 1 with this offer.
- Note: If Appendix 1 is subsequently amended, offeror must reference such amendment by date.
11. Signature and title of person submitting the bid on behalf of offeror. The person submitting the bid must be an officer or representative authorized to sign an offer as evidenced by the SF-129 filed with the contracting officer. (See Article 6 of USDA-1 prior to signing any offer.)

### **III. ACCEPTANCE OF OFFERS**

USDA will award contracts to responsible bidders whose bids conform to the Announcement and the applicable Invitation and whose offers are most advantageous to the Government in terms of, but not limited to, price, quantity requirements, and transportation costs. Acceptance of offers will be made by FAX filed at Washington, D.C. not later than midnight, Washington, D.C. time (EST), on the date specified in the Invitation. The actual time of award is the time stamped on the acceptance wire at time of receipt by the USDA-AMS-NTS Communications Center or agent thereof. The actual time of award described herein deviates from 48 C.F.R. § 14.408-1.

Failure to accept an offer will constitute rejection. Acceptance as specified above will result in a binding contract without further action by either party.

A notice of award will be issued in the form of a Food Purchase Report (FPR) posted at the Department's Office of Public Affairs, News Division, after 3 p.m., Washington, D.C. time (EST), on the day of acceptance. After award, information is also available electronically at the following Internet address: <http://www.ams.usda.gov/cp>.

Information on awards will be available by telephone to bidders and interested parties promptly following the filing of contracts with the USDA-AMS-NTS Communications Center and the posting of the FPR. Inquiries may be made to an USDA - AMS Fruit and Vegetable Programs Market News Office or the Contracting Officer.

#### **IV. PROVISIONS OF CONTRACT**

The contract consists of this Announcement including Appendix 1, the applicable Invitation, the applicable Commodity Specifications for Frozen Potato, the Contractor's offer including Standard Form 129 and Appendix 1, the acceptance by USDA, and USDA-1, except Articles 34, 49, 50 and all of Part E. Article 56 of USDA-1 is hereby amended by deleting the words "shipment from origin" from the third line of paragraph (a) and inserting in lieu thereof the word "delivery." Additionally, Articles 56, 65, and 67 of USDA-1 are hereby amended by deleting the words "ship", "shipping", "shipment(s)", and "shipped" and inserting as appropriate the words "delivery(ies)" or "delivered."

If the provisions of contract documents are not consistent, the following priority, in descending order, will prevail: Invitation, Announcement, Specification, Appendix 1 and USDA-1.

#### **V. CONTRACT COMPLIANCE**

The Contractor must assure compliance with all requirements of this Announcement and the applicable Commodity Specifications prior to submission of product to USDA for acceptance. Examination and certification by USDA is solely for the benefit of USDA and will not relieve the Contractor of its obligation and responsibility to deliver a product which complies with all requirements of the Announcement and the applicable Commodity Specifications. USDA approval of any part of the production process, including but not limited to equipment, will not relieve the Contractor of the responsibility for performing in accordance with the contract. Actual damages not duplicative of liquidated damages may be assessed for performance not in accordance with the contract.

#### **VI. LOSS DUE TO DETERIORATION OR SPOILAGE**

The Contractor will be liable for losses due to deterioration or spoilage for the contracted commodities, which are discovered within nine (9) months of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1.

#### **VII. INSPECTION AND CHECKLOADING**

Inspection and checkloading as required by Articles 54 and 55 of USDA-1 must be performed by an AMS agent. The Contractor will not ship the product before receipt of shipping instructions from the Farm Service Agency (FSA) Kansas City Commodity Office (KCCO) or before the product has been inspected by the AMS agent and found to meet contract specifications.

Inspection and laboratory analysis are specification requirements. Allowing sufficient time to complete all required original analyses is the responsibility of the contractor. Offerors must give appropriate consideration to this factor and the following timelines when submitting offers and planning production schedules so that delays in shipments and resulting liquidated damages can be avoided:

**A. Scheduling Inspection Service**

The Contractor must give the USDA Grader at least 7 calendar days advance notice when scheduling inspection service. Prior to sampling, the Contractor must furnish the USDA Grader with a list of codes and the approximate number of cases per code.

**B. Laboratory Tests**

The Contractor must allow 14 calendar days after product sampling for laboratory tests (when required) to be completed and returned. (see Section IX. B.)

**C. Case Stamping in Lieu of Checkloading**

Case stamping in lieu of checkloading is acceptable and may be performed at any time up to 14 calendar days prior to shipment of the product. Contractors must be aware that if this option is exercised, and an AMS Grader does not perform checkloading, the Contractor assumes all risk for these shipments and deliveries.

**VIII. SHIPMENT AND DELIVERY--TRANSFER OF TITLE**

**A. Delivery/Shipping Requirements**

Shipment and delivery must be made in accordance with this Announcement, the applicable Invitation, Articles 56 and 64(b) of USDA-1, and the Notice-to-Deliver (Form KC-269) issued by KCCO. The Contractor must closely follow delivery notification instructions contained in the Notice-to-Deliver. Such notification of delivery is vital to proper execution of shipment, particularly in cases of minimal transit time.

The Contractor must notify State distributing agencies and consignees of delivery or shipment. For rail shipment, notification must be made on the day of shipment. For truck delivery or shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible, but not less than 24 hours. In addition, for truck or piggyback shipment, the Contractor must request and keep scheduled appointments. Unloading appointments for truck or piggyback deliveries or shipment must be requested from the consignee contact party(ies) at least 24 hours in advance of delivery. A copy of the original USDA Agricultural Products Acceptance

Certificate must accompany each delivery/shipment so that it will be easily available to the warehouseman or consignee (as applicable) upon arrival.

**B. Early Delivery or Shipment Requests**

Requests for permission to deliver or ship in advance of the "Not-Later-Than" (NLT) date given in the Notice-to-Deliver must be made to KCCO. Approval will be granted only if the consignee is willing to accept product early. The Contractor must arrange for an AMS agent to perform necessary checkloading and final acceptance duties and provide KCCO the assurances required for the delivery arrangement.

**C. Transfer of Title**

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the consignee's receipt, warehouse receipt, dock receipt, or other similar signed and dated document. If the Contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the consignee's receipt after final certification of the shipping unit by an AMS agent. The Contractor is responsible for any shortage or damages as evidenced by the consignee's receipt or other commercial receipt evidencing delivery of product.

- D.** Contractor will be allowed a tolerance on the final delivery of plus or minus 50 cases of product from each shipping point named in the contract.

**IX. LIQUIDATED DAMAGES**

**A. Compensation to Contractor for Late Mailing of Notice to Deliver**

Liquidated damages for delay in shipment or delivery due to the late mailing of Notice-to-Deliver will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 15 cents per hundredweight (\$0.0015 per pound) net per calendar day.

**B. Compensation to USDA for Delays in Shipment**

Liquidated damages for failure to deliver the commodity during the delivery period caused by other than a late mailed Notice to Deliver will be payable in accordance with Article 67 of USDA-1, as amended by Section IV., at the rate of 15 cents per hundredweight (\$0.0015 per pound) net per calendar day. When deliveries are made by contract carrier or vendor's own vehicle, the date shown on the signed commercial bill of lading will be considered the date of delivery. Timely delivery is important to fulfill the nutritional and dietary needs of persons for whom the commodity is intended. It is difficult to quantify the value of nutritional and dietary needs but the parties involved agree that the above rate is a reasonable quantification of such value. In addition, liquidated damages include, but are not limited to, compensation for the impairment of USDA's credibility in administering programs which are dependent on timely delivery of commodities.



**Laboratory Tests**

If delays are caused by the AMS laboratory, an extension in the shipping/delivery period will be authorized provided that the following conditions are met:

All production lots included in a shipping unit must be produced at least 21 business days in advance of the last date to deliver without liquidated damages;  
and

arrangements were made with PPB to draw representative samples at least 28 calendar days in advance of the last date to deliver without liquidated damages;  
and

the results from the AMS laboratory for such samples from these production lots were not made available to the contractor at least 7 business days in advance of the last date to deliver without liquidated damages; and

the delivery date will be extended by the number of business days that the AMS laboratory results were delayed beyond 7 business days in advance of the last date to deliver without liquidated damages.

Notes: Delays by the Contractor's laboratory are the responsibility of the Contractor. Extensions do not apply to Contractor's laboratory results.

Arrangements must be made with the PPB Grader within the specified timelines. Extensions will not be granted if the contractor fails to schedule inspection service within the specified timelines.

**X. INVOICES AND PAYMENT**

Invoicing and payment will be handled in accordance with Article 70 of USDA-1, except that a properly prepared invoice package must be mailed or delivered to the Kansas City Management Office at the address listed in Section XI. C. of this Announcement. A properly prepared invoice package will consist of:

- A. USDA Form KC-269 or commercial invoice form;  
and
- B. Original USDA Certificate of Loading (FV-419-1) issued at the time of checkloading;  
and
- C. A copy of the commercial Bill of Lading (BOL) or other commercial receipt evidencing delivery and receipt of the product to the destination specified in the contract. The BOL

or commercial receipt must include the quantity received, the date received, and a signature.

Interest will be paid in accordance with the provisions of the Prompt Payment Act (31 U.S.C. § 3902) if payment is made beyond the tenth calendar day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by the Kansas City FSA Management Office, of a properly prepared invoice package.

Recent legislation requires that all Government payments be made directly to a financial banking institution by electronic transfer. To receive payments electronically, Form SF-3881, ACH Vendor Payment Form may be obtained from the Kansas City FSA Management Office, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-2550.

When payment by electronic transfer has been established, the Contractor must notify the Contracting Officer of the mailing address for the disbursement statement.

## **XI. INQUIRIES**

- A. Inquiries pertaining to this Announcement and applicable documents should be directed to:

Contracting Officer  
USDA/AMS/Fruit and Vegetable Programs  
Commodity Procurement Branch STOP 0239  
P.O. Box 96456  
Washington, D.C. 20090-6456

Telephone: (202) 720-4517

- B. Inquiries concerning shipping instruction should be directed to:

Director, Kansas City FSA Commodity Office  
U.S. Department of Agriculture  
P.O. Box 419205  
Kansas City, Missouri 64141-6205

Telephone: (816) 926-6062

- C. Inquiries concerning payment should be directed to:

Kansas City Management Office  
U.S. Department of Agriculture  
ATTN: CFOD  
P.O. Box 419205  
Kansas City, Missouri 64141-6205

Telephone: (816) 926-6205

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Susan E. Proden  
Contracting Officer  
Fruit and Vegetable Programs  
Agricultural Marketing Service

Attachments

## Exhibit A

## Checklist and References to Applicable Bid and Contract Provisions

Product/ Commodity & Style	U. S. Grade	Specifications Listed in Priority Order	Commercial Item Description	Packaging and Packing	Minimum Offer Unit Size/ Shipping Unit	Tolerance Section	Shipping/ Delivery Period Section	
Oven-Type	A	Invitation  Commodity Specification for Frozen Vegetables	None	6/5 lb.	39,600 lbs. 1,320 cases	Plus or minus 50 cases per shipping point.	14 day delivery period	F
Rounds	Per CID	U.S. Standard 7 CFR, Part 52	A-A-20038A	6/5 lb.	39,600 lbs. 1,320 cases			
Wedges	A	Commercial Item Description (if any)  Good Manufacturing Practices 21 CFR, Part 110	None	6/5 lb.	39,600 lbs. 1,320 cases			

## ANNOUNCEMENT FV-210

**JUNE 1999**

### Exhibit B Sample Invitation

FV-210

Fruit and Vegetable Programs

Date Issued: May 1, 1999

Frozen Potato, Announcement FV-210, Invitation 001.

The U.S. Department of Agriculture (USDA) invites offers to sell Frozen Potato as indicated below and per the Announcement for use in school lunch and other domestic food assistance programs. Offers are due by 2 p.m., Washington, D.C. time (EST), Monday, June 21. Acceptances will be announced by midnight, Monday, June 12. Deliveries are to be made from August 31 to November 30.

Offers are invited from the trade for frozen potatoes oven fries in 6/5 lb pkg, 6 primary container, in purchase units of 39,600 pounds net weight;

Bidders are cautioned to bid only quantities they can reasonably expect to produce and deliver in accordance with the contract. Split shipments are indicated by a single asterisk. Inquiries about Announcement FV-210, Appendix-1, the Commodity Specification for Frozen Potato dated May 1999, or this Invitation should be directed to the Contracting Officer, USDA/AMS/Fruit and Vegetable Programs, Commodity Procurement Branch STOP 0239, PO Box 96456, Washington, DC 20090-6456, telephone (202) 720-4517. An electronic version of this invitation can be obtained through the world wide web via the Commodity Procurement Home Page at <http://www.ams.usda.gov/cp>.

Purchases will be made on a delivered basis, subject to Announcement FV-210, to the listed locations. Delivery by trucks or railcars is optional to the contractor, except for those destination(s) which specify delivery by truck only or rail only.

-more-

## ANNOUNCEMENT FV-210

JUNE 1999

ANNOUNCEMENT: FV210  
 INVITATION : 001  
 COMM GROUP : 40 POTATOES, FROZEN  
 COMM TYPE : 20 POTATOES, FRIES, OVEN, FROZEN  
 PACK SIZE : 40 6/5 LB PKG

ITEM NO	DESTINATION CITY	ST	TRANS RESTR	QUANTITY (CSE)	PRICE PER (CSE)
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**DELIVERY PERIOD 08/01/99 - 08/15/99**

001	BRONX	NY	TRUCK ONLY	1,620	_____
002	TOLEDO	OH	TRUCK ONLY	1,620	_____
003	NEW ORLEANS	LA	TRUCK ONLY	1,620	_____
004	BATON ROUGE	LA	TRUCK ONLY	520	_____
	NEW ORLEANS	LA	TRUCK ONLY	1,100	_____
005	KANSAS CITY	MO	TRUCK ONLY	762	_____
	ST LOUIS	MO	TRUCK ONLY	858	_____

**DELIVERY PERIOD 08/16/99 - 08/31/99**

006	LONG BEACH	CA	TRUCK ONLY	1,620	_____
007	LOS ANGELES	CA	TRUCK ONLY	1,620	_____
008	RIVERSIDE	CA	TRUCK ONLY	810	_____
	SAN BERNARDINO	CA	TRUCK ONLY	810	_____
009	SAN DIEGO	CA	TRUCK ONLY	1,620	_____
010	LOS ANGELES/FAS	CA	TRUCK ONLY	1,620	_____

**DELIVERY PERIOD 09/01/99 - 09/15/99**

011	BRONX	NY	TRUCK ONLY	1,620	_____
012	HILLSIDE	NJ	TRUCK ONLY	1,620	_____
013	VINELAND	NJ		1,620	_____
014	JACKSON	TN	TRUCK ONLY	810	_____
	MEMPHIS	TN	TRUCK ONLY	810	_____
015	MARTIN	TN	TRUCK ONLY	850	_____
	MEMPHIS	TN	TRUCK ONLY	770	_____

# ANNOUNCEMENT FV-210

JUNE 1999

ANNOUNCEMENT: FV210  
INVITATION : 001  
COMM GROUP : 40 POTATOES, FROZEN  
COMM TYPE : 20 POTATOES, FRIES, OVEN, FROZEN  
PACK SIZE : 40 6/5 LB PKG

ITEM NO	DESTINATION CITY	ST	TRANS RESTR	QUANTITY (CSE)	PRICE PER (CSE)	
<b>DELIVERY PERIOD 08/01/99 - 08/15/99</b>						
016	MEXICO	MO	TRUCK ONLY	1,201	_____	
	ST LOUIS	MO	TRUCK ONLY	419	_____	
017	BELL	CA	TRUCK ONLY	1,620	_____	
018	LOS ANGELES	CA	TRUCK ONLY	1,620	_____	
019	BRONX	NY	TRUCK ONLY	1,620	_____	Kosher Only
020	EAST SYRACUSE	NY	TRUCK ONLY	1,620	_____	
<b>DELIVERY PERIOD 08/16/99 - 08/31/99</b>						
021	ELMIRA	NY	TRUCK ONLY	810	_____	
	MILLWOOD	NY	TRUCK ONLY	810	_____	
022	GREENSBURG	PA	TRUCK ONLY	3,240	_____	

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Susan E. Proden  
Contracting Officer

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

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**Exhibit C****Sample Format for Submitting Offers**

The following format, which contains all the necessary information for an offer, will assist you in submitting your offer at minimum cost and in a concise and orderly manner. When submitting offers, please list in numerical order the required information as shown in the example (see Section II. B.):

Example

1. BID: Announcement FV210; Invitation No. 001
2. Potomac Potato Co.  
1776 Mt. Vernon Avenue, NW  
Washington, DC 20250  
Telephone No. 202-455-3156 FAX No. 801-447-7693
3. Offer is made subject to Announcement FV-210; Appendix 1; the Commodity Specification for Frozen Potato dated May 1999; Invitation No. 001; and USDA-1, Revision No. 2, and Amendments 1 (October 1990), 2 (November 1990), 3 (August 1989), and 4 (March 1990).
4. (a) Shipping point 1  
6 purchase units (b) 42 purchase units (C) 3 purchase unit  
  
(a) Shipping point 2  
4 purchase units (b) 10 purchase units (C) 2 purchase unit
5.
 

001	BRONX	NY	\$1.00
002	TOLEDO	OH	\$1.00
003	NEW ORLEANS	LA	\$1.00
004	BATON ROUGE	LA	\$1.00
	NEW ORLEANS	LA	
005	KANSAS CITY	MO	\$1.00
	ST LOUIS	MO	
006	LONG BEACH	CA	\$1.00
007	LOS ANGELES	CA	\$1.00
008	RIVERSIDE	CA	\$1.00
	SAN BERNARDINO	CA	
009	SAN DIEGO	CA	\$1.00
010	LOS ANGELES/FAS	CA	\$1.00
011	BRONX	NY	\$1.00
012	HILLSIDE	NJ	\$1.00
013	VINELAND	NJ	\$1.00
014	JACKSON	TN	\$1.00
	MEMPHIS	TN	



# ANNOUNCEMENT FV-210

JUNE 1999

015	MARTIN MEMPHIS	TN TN	\$1.00
016	MEXICO ST LOUIS	MO MO	\$1.00
017	BELL	CA	\$1.00
018	LOS ANGELES	CA	\$1.00
019	BRONX	NY	\$1.00
020	EAST SYRACUSE	NY	\$1.00
021	ELMIRA MILLWOOD	NY NY	\$1.00
022	GREENSBURG	PA	\$1.00

6. (a) Potomac Potato Co.  
1776 Mt. Vernon Avenue, NW  
Washington, DC 20250  
(Lincoln County)
- (b) Shipping point 1: same  
Shipping point 2: Cross Town Warehouse  
1120 Eastern Avenue, SW  
Washington, DC 20250  
(Lincoln County)
7. G. Washington  
Potomac Potato Co.  
1776 Mt. Vernon Avenue, NW  
Washington, DC 20250  
Telephone: 202-263-2353
8. Applesauce: 27.5 lbs.  
Peaches: 27 lbs.
9. (Select a, b or c as appropriate)
- (b) have
- (c) have not, have
- (c) have not, have not
- (c) does not
10. (Select a and b as appropriate)
- (a) does, dated April 15, 1999
- does not
- (b) has
- has not
11. \_\_\_\_\_  
G. Washington, President

**Exhibit D****DOMESTIC ORIGIN CERTIFICATION**

This form must be completed for each contract awarded and be presented to a representative of the USDA, Agricultural Marketing Service (AMS) Processed Products Branch (PPB) (USDA grader) at the processing facility, and the Contracting Officer or agent thereof upon request. Each processing plant producing product under this contract must have a copy of this form on file.

Announcement Number: \_\_\_\_\_

Invitation Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Product: \_\_\_\_\_

Date of Pack: \_\_\_\_\_

List of Codes (and case count per code):

Attach a detailed explanation of the product coding system.

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

YES NO If yes, attach a copy of your segregation plan explaining how imported product is stored and processed separate from domestic product.

Do any of your Subcontractor/Suppliers process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

YES NO If yes, attach a copy of your segregation plan explaining how imported product is stored and processed separate from domestic product.

I certify under penalty of law that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNOUNCEMENT FV-210**

**JUNE 1999**

**Exhibit E**

**Solicitation Mailing List Application (SF-129**

